

Graphic  
Design &  
Print Service  
Agreement

## Acceptance of Terms and Conditions

By using our graphic design and our print services you agree to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of this Site. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms and Conditions.

O'Brien Media Limited ("O'Brien Media") reserves the right to make changes to this Site and to these Terms of Usage at any time without prior notice. You should review these Terms of Usage each time you access this Site or place a print order.

You also agree that we may provide all legal communications and notices to you electronically by posting them on our website or by sending an e-mail to the e-mail address you provided to us when you registered at our website. You may withdraw your consent to receive communications from us electronically by contacting customer care. However, if you withdraw your consent to receive our communications electronically, you must discontinue your use of your account.

## Prices

Prices at [www.obrienmedia.co.uk](http://www.obrienmedia.co.uk) can change at any time. In case of any price mistakes, O'Brien Media reserves the right to change or cancel the order.

## Order Deadlines

Print ready artwork must be supplied by the order deadlines quoted on our website. Our production deadlines and turnarounds only start once artwork has been correctly supplied or signed off.

## Product Colours

All prices are for CYMYK colour printing, unless stated. If you require Pantone colours please contact us accordingly for us to give you a bespoke quotation.

Some variation in colour is expected during the print production. This should be expected and accepted as reasonable. O'Brien Media offer no liability in respect of such variations.

The print result is dependent on many factors, including the character of the paper from individual manufacturers, e.g. the degree of whiteness, the grain direction and/or whether the product is gloss/matt/silk, the print site's climate conditions, such as temperature or air humidity. Should colour deviations within the tolerance range arise for reasons of this sort, then due to the way our system works the fullest use to capacity of our forms and machines this will not constitute a reason for complaint. Colour deviations also may happen for product using i.e. UV, Spot UV, any kind of lamination, sealer or media. The CMYK colour model, referred to as process colour or four colour, is a subtractive colour model, used in colour printing, also used to describe the printing process itself. CMYK refers to the four inks used in most colour printing: cyan, magenta, yellow, and key black. Though it varies by print house, press operator, press manufacturer and press run, ink is typically applied in the order of the abbreviation. We cannot give guarantee of colour matching to your product (include re-print) at all. Should

you require colour matching you must send us a hard copy, however we cannot guarantee an exact colour match.

Please be aware that a colour on your screen or on your printout from an ink-jet printer will look slightly different to the finished print product. A computer screen shows colours using the RGB System; an offset printer uses CMYK.

## **Paper Weight and Materials**

O'Brien Media purchase paper and material from various suppliers and paper mills. We are unable to give 100% guarantee that the same paper will be used for different products ordered. Please allow for a 5% variation in paper weight (gsm).

For technical production reasons, we unfortunately cannot take into consideration the grain of the paper when placing your order. We therefore cannot always rule out the possibility, under certain circumstances, of slight opening when sheets are folded. Opening can be prevented by scoring papers weighing over 170gsm.

## **Files and Artwork**

The client is held responsible for all content and images used on the artwork. We do not spell or grammar check work and cannot be held responsible for spelling, grammar or contact information errors on the artwork.

O'Brien Media cannot be held responsible if the client supplies copyrighted images on their artwork.

Artwork must be supplied with a 3mm bleed on each side of the artwork, 2mm for business cards. Important information must be placed at least 6mm from the edge of the artwork. We cannot be held responsible for information that is trimmed too close to the edge if you have not followed our guidelines.

All PDF documents must be supplied flattened and saved as PDF X1a files.

## **General**

All the terms and conditions and/or any transactions occurring online at [www.obrienmedia.co.uk](http://www.obrienmedia.co.uk), via email or by phone are subject to English law. O'Brien Media and Design is not responsible for the delay and/or damages resulting from Machinery Breakdown, Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo. The tools available on our website to create document is the property of O'Brien Media and Design and its affiliated companies. The Buyer's order shall be deemed an acceptance of the Seller's terms. The Terms and conditions shall in all respects be governed by English law.

## **Reservations**

All orders are subject to acceptance by O'Brien Media and Design. We reserve the right to reject any order at any time without recourse. We also reserve the right to change the price at any time even after we receive the order.

## Returns

Due to the nature of the product, no returns can be made once the order is processed and/or shipped. Any claims for defects, damages, or shortages must be made in writing within two (2) business days after receipt of the merchandise. We will replace only those orders that were processed incorrectly. The replacement of the order will take place only after the receipt of returned merchandise. We will not replace the order if it is determined by us that the order was misused or mishandle by the buyer or part of the order was used by the buyer and part of the order is being returned.

## Payment

Orders are accepted on the basis of payment in advance, via Paypal, Direct Debit or bank transfer payment. We do not provide credit facilities for print services and orders will not be processed until payment has cleared.

## Warranty

O'Brien Media and Design neither makes any explicit warranty nor implies or accepts any responsibility other than possible replacement of the products that Buyer is buying. O'Brien Media and Design may but does not guarantee the replacement of the defective product, or credit the amount of the purchase price.

## Product Quantities and Defect Tolerances

We always overprint however some prints may be damaged during the finishing process (trimming, folding, packaging etc). Allow for 10% short quantities.

## Shipping

O'Brien Media and Design will arrange for shipping with the carrier on behalf of the buyer. The Buyer will be fully responsible for the shipping and handling cost. O'Brien Media and Design will not be responsible for the delay in delivery, loss or damage of the order while the order is with the shipping carrier.

## Limitation of Liability

O'Brien Media and Design will not be liable in contract or in tort (including negligence) to the customer for incidental or consequential damages, arising out of or resulting from anybody's performance or non-performance of our obligations. O'Brien Media and Design shall not be liable to anyone for any kind of financial losses, cost, expenses, damages and/or other economic damages. The Buyer agrees that the Buyer will not hold O'Brien Media and Design responsible for any and all loss, cost, expense, and damages (including legal costs) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against O'Brien Media and Design and its affiliated company (S) on grounds alleging that the said work violates any copyrights, trademarks, service marks, or is scandalous, or invades any person's right to privacy or other personal rights.

The customer shall be responsible for obtaining all necessary authorities and consents to reproduce (non-exhaustively) artwork, photographs, copyright text and the like prior to

instructing O'Brien Media and Design to reproduce the same. The customer shall indemnify and hold blameless us against all demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that that the reproduction of the materials by us infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

## Assignment of Copyright

All design work commissioned or ordered by the customer and originated by O'Brien Media and Design shall, as to its material elements and as to the copyright or design right in relation to it, belong to O'Brien Media and Design.

The customer shall not have any right to reproduce or authorise any other person to reproduce any such design work in whole or in part or do any act which would, in the absence of written authorisation by O'Brien Media and Design, infringe any copyright or design right which may subsist in relation to any such design work.

We may, at the request of the customer, assign the copyright and design right of design work to the customer upon payment of our expenses in relation to such assignment.

Breach of copyright in relation to design work commissioned or ordered by the customer where the customer has not received written authorisation for the reproduction of the artwork or where the artwork has been used without copyright being assigned to the customer will incur a fixed charge of £260 per breach.

For the avoidance of doubt, your invoice will contain a line stating "Copyright Assignment" along with the filename(s) that the assignment relates to. If your invoice does not contain a "Copyright Assignment" line item/charge the copyright to the artwork created for your print order remains with O'Brien Media and it can only be used for print orders placed with O'Brien Media.

## Cancellations and Refunds:

If you would like to cancel your order once it has been placed you must notify O'Brien Media at the earliest opportunity. Once the order has been placed we are unable to guarantee that the production process of your job can be stopped. Orders that are already being processed, in production, or in dispatch, cannot be cancelled or refunded. Any free services provided, e.g. graphic design, as part of the print order will be invoiced at our standard rate.